

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W68MD9-5019-9395		PAGE 1 OF 42	
2. CONTRACT NO. W912DW-05-P-0148		3. AWARD/EFFECTIVE DATE 21-Mar-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0039	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN M VALENZUELA			b. TELEPHONE NUMBER (No Collect Calls) 206-764-6691		6. SOLICITATION ISSUE DATE 15-Feb-2005
9. ISSUED BY CODE W912DW USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561612 SIZE STANDARD:\$10.5 Million			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30 DAYS
					13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		
					13b. RATING		
					14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO CODE SEE SCHEDULE		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE SUSAN VALENZUELA PH:206-764-6691 FAX: 206-764-6817 SUSAN.M.VALENZUELA@US.ARMY.MIL SEATTLE WA CODE W912DW					
17a.CONTRACTOR/OFFEROR CODE 0EJP9 RAMS SPECIALIZED SECURITY SERVICE INC JO ANN GISH P.O. BOX 1317 EUGENE OR 97440-1317 TEL.(541) 345-9645 FACILITY CODE 0EJP9		18a. PAYMENT WILL BE MADE BY CODE W66KQZ US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$540,000.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		25-Mar-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ELAINE M EBERT / CONTRACTING OFFICER TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 42

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

NOTESWeb Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>. At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

All invoices are to be submitted in accordance with the instructions above, or mailed to:

US ARMY CORPS OF ENGRS FINANCE CENTER
CEFC-AO-P 901-874-8556
5722 INTEGRITY DRIVE
MILLINGTON TN 38054-5005

A copy of all invoices are to be mailed to:

US ARMY CORPS OF ENGINEERS
CHIEF JOSEPH DAM
Attn: Laura Beauregard
P.O. Box 1120
Bridgeport, WA. 98813-1120

CF: CONTRACTOR: jgish@ramssecurity.com
CENWS-OD-CJ, Laura Beauregard
CENWS-OD-CJ, Nancy Cornehl
FILE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$540,000.00	\$540,000.00

SECURITY GUARD SERVICES AT CHIEF JOSEPH
FFP

Provide all labor, equipment, supervision, transportation, materials, and training (except as specified herein as Government furnished), to provide armed and unarmed security services for the Chief Joseph Dam Project located at Bridgeport, Washington. The work shall be performed in accordance with the Scope of Work dated 17 February 2005 as incorporated herein. Service Wage Determination No. 1994-2565, Rev. 21, dated 09/02/2004 is applicable to this project as incorporated herein.

BASIC SECURITY GUARD SERVICES INCLUDING:

One (1) GUARD II (armed) security guard
One (1) GUARD I (unarmed) security guard.
Guard services shall be 24 hours a day, 7 days per week.
One (1) GUARD II (armed) security supervisor.
Security supervisor shall work 80 hours per every two weeks.

SERVICE PERIOD: 01 April 2005 0800 through 01 April 2006 0800.

Rate: \$45,000.00 Per Month X 12 = \$540,000.00

Partial Payments Authorized for this contract based on the established rates.

PURCHASE REQUEST NUMBER: W68MD9-5019-9395

NET AMT	\$540,000.00
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ACRN AA Funded Amount	\$540,000.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					

OPTION
OPTIONAL SECURITY GUARD SERVICES
FFP

At Chief Joseph Dam. Washington State Licensed Security Guards per attached Statement of Work.

SERVICE PERIOD: 01 April 2005 0800 through 01 April 2006 0800.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA					\$ NTE
OPTION	ADDITIONAL GUARD II (ARMED) FFP SECURITY GUARDS(S). Required Armed Guard Services may be up to 24 hours a day, 7 days per week, in the event of national or localized security threats. Rates: \$25.00 per hour X 1000 hours = \$25,000.00 This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB					\$ NTE
OPTION	ADDITIONAL GUARD I (UNARMED) FFP SECURITY GUARD(S). Required Unarmed Guard Services may be up to 24 hours a day, 7 days per week, usually in conjunction with but not limited to construction activities or planned special events. Rates: \$20.00 per hour X 100 hours = \$2,000.00 This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC					\$ NTE
OPTION	ADDITIONAL GUARD II (ARMED) FFP GUARD SUPERVISOR HOURS. Required Security Supervisor Services may be up to 16 hours a day, 7 days per week. Rates: \$30.00 per hour X 40 hours = \$1,200.00 This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					
OPTION	OPTION YEAR ONE (1) FFP Provide all labor, equipment, supervision, transportation, materials, and training (except as specified herein as Government furnished), to provide armed and unarmed security services for the Chief Joseph Dam Project located at Bridgeport, Washington. The work shall be performed in accordance with the Scope of Work dated 17 February 2005 as incorporated herein. Service Wage Determination No. 1994-2565, Rev. 21, dated 09/02/2004 is applicable to this project as incorporated herein. BASIC SECURITY GUARD SERVICES INCLUDING: One (1) GUARD II (armed) security guard One (1) GUARD I (unarmed) security guard. Guard services shall be 24 hours a day, 7 days per week. One (1) GUARD II (armed) security supervisor. Security supervisor shall work 80 hours per every two weeks. SERVICE PERIOD: 01 April 2006 0800 through 01 April 2007 0800 Rate: \$45,000.00 Per Month X 12 = \$540,000.00 Partial Payments Authorized for this contract based on the established rates. This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					
OPTION	OPTIONAL SECURITY GUARD SERVICES FFP At Chief Joseph Dam. Washington State Licensed Security Guards per attached Statement of Work.				

SERVICE PERIOD: 01 April 2006 0800 through 01 April 2007 0800

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA					\$ NTE
OPTION	ADDITIONAL GUARD II (ARMED) FFP SECURITY GUARDS(S). Required Armed Guard Services may be up to 24 hours a day, 7 days per week, in the event of national or localized security threats.				

Rates: \$25.00 per hour X 1000 hours = \$25,000.00

This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.

NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB					\$ NTE
OPTION	ADDITIONAL GUARD I (UNARMED) FFP SECURITY GUARD(S). Required Unarmed Guard Services may be up to 24 hours a day, 7 days per week, usually in conjunction with but not limited to construction activities or planned special events. Rates: \$20.00 per hour X 100 hours = \$2,000.00 This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC					\$ NTE
OPTION	ADDITIONAL GUARD II (ARMED) FFP GUARD SUPERVISOR HOURS. Required Security Supervisor Services may be up to 16 hours a day, 7 days per week. Rates: \$30.00 per hour X 40 hours = \$1,200.00 This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					\$ NTE

OPTION OPTION YEAR TWO (2)
FFP

Provide all labor, equipment, supervision, transportation, materials, and training (except as specified herein as Government furnished), to provide armed and unarmed security services for the Chief Joseph Dam Project located at Bridgeport, Washington. The work shall be performed in accordance with the Scope of Work dated 17 February 2005 as incorporated herein. Service Wage Determination No. 1994-2565, Rev. 21, dated 09/02/2004 is applicable to this project as incorporated herein.

BASIC SECURITY GUARD SERVICES INCLUDING:

One (1) GUARD II (armed) security guard
One (1) GUARD I (unarmed) security guard.
Guard services shall be 24 hours a day, 7 days per week.
One (1) GUARD II (armed) security supervisor.
Security supervisor shall work 80 hours per every two weeks.

SERVICE PERIOD: 01 April 2007 0800 through 01 April 2008 0800.

Rate: \$45,500.00 Per Month X 12 = \$546,000.00

Partial Payments Authorized for this contract based on the established rates.

This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.

NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006					

OPTION OPTIONAL SECURITY GUARD SERVICES
FFP

At Chief Joseph Dam. Washington State Licensed Security Guards per attached Statement of Work.

SERVICE PERIOD: 01 April 2007 0800 through 01 April 2008 0800

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA					\$ NTE
OPTION	ADDITIONAL GUARD II (ARMED) FFP SECURITY GUARDS(S). Required Armed Guard Services may be up to 24 hours a day, 7 days per week, in the event of national or localized security threats. Rates: \$25.00 per hour X 1000 hours = \$25,000.00 This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB					\$ NTE
OPTION	ADDITIONAL GUARD I (UNARMED) FFP SECURITY GUARD(S). Required Unarmed Guard Services may be up to 24 hours a day, 7 days per week, usually in conjunction with but not limited to construction activities or planned special events. Rates: \$20.00 per hour X 100 hours = \$2,000.00 This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC					\$ NTE
OPTION	ADDITIONAL GUARD II (ARMED) FFP GUARD SUPERVISOR HOURS. Required Security Supervisor Services may be up to 16 hours a day, 7 days per week. Rates: \$30.00 per hour X 40 hours = \$1,200.00 This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007					
OPTION	OPTION YEAR THREE (3) FFP Provide all labor, equipment, supervision, transportation, materials, and training (except as specified herein as Government furnished), to provide armed and unarmed security services for the Chief Joseph Dam Project located at Bridgeport, Washington. The work shall be performed in accordance with the Scope of Work dated 17 February 2005 as incorporated herein. Service Wage Determination No. 1994-2565, Rev. 21, dated 09/02/2004 is applicable to this project as incorporated herein. BASIC SECURITY GUARD SERVICES INCLUDING: One (1) GUARD II (armed) security guard One (1) GUARD I (unarmed) security guard. Guard services shall be 24 hours a day, 7 days per week. One (1) GUARD II (armed) security supervisor. Security supervisor shall work 80 hours per every two weeks. SERVICE PERIOD: 01 April 2008 0800 through 01 April 2009 0800. Rate: \$45,500.00 Per Month X 12 = \$546,000.00 Partial Payments Authorized for this contract based on the established rates. This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008					
OPTION	OPTIONAL SECURITY GUARD SERVICES FFP At Chief Joseph Dam. Washington State Licensed Security Guards per attached Statement of Work.				
	SERVICE PERIOD: 01 April 2008 0800 through 01 April 2009 0800				
				NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA					\$ NTE
OPTION	ADDITIONAL GUARD II (ARMED) FFP SECURITY GUARDS(S). Required Armed Guard Services may be up to 24 hours a day, 7 days per week, in the event of national or localized security threats.				
	Rates: \$25.00 per hour X 1000 hours = \$25,000.00 This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$ NTE
0008AB OPTION	<p>ADDITIONAL GUARD I (UNARMED) FFP SECURITY GUARD(S). Required Unarmed Guard Services may be up to 24 hours a day, 7 days per week, usually in conjunction with but not limited to construction activities or planned special events.</p> <p>Rates: \$20.00 per hour X 100 hours = \$2,000.00 This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.</p>				
				NET AMT	\$0.00
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$ NTE
0008AC OPTION	<p>ADDITIONAL GUARD II (ARMED) FFP GUARD SUPERVISOR HOURS. Required Security Supervisor Services may be up to 16 hours a day, 7 days per week.</p> <p>Rates: \$30.00 per hour X 40 hours = \$1,200.00 This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.</p>				
				NET AMT	\$0.00
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009					
OPTION	OPTION YEAR FOUR (4)				
	FFP				
	Provide all labor, equipment, supervision, transportation, materials, and training (except as specified herein as Government furnished), to provide armed and unarmed security services for the Chief Joseph Dam Project located at Bridgeport, Washington. The work shall be performed in accordance with the Scope of Work dated 17 February 2005 as incorporated herein. Service Wage Determination No. 1994-2565, Rev. 21, dated 09/02/2004 is applicable to this project as incorporated herein.				
	BASIC SECURITY GUARD SERVICES INCLUDING:				
	One (1) GUARD II (armed) security guard				
	One (1) GUARD I (unarmed) security guard.				
	Guard services shall be 24 hours a day, 7 days per week.				
	One (1) GUARD II (armed) security supervisor.				
	Security supervisor shall work 80 hours per every two weeks.				
	SERVICE PERIOD: 01 April 2009 0800 through 01 April 2010 0800.				
	Rate: \$45,500.00 Per Month X 12 = \$546,000.00				
	Partial Payments Authorized for this contract based on the established rates.				
	This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010					
OPTION	OPTIONAL SECURITY GUARD SERVICES				
	FFP				
	At Chief Joseph Dam. Washington State Licensed Security Guards per attached Statement of Work.				
	SERVICE PERIOD: 01 April 2008 0800 through 01 April 2009 0800				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA					\$ NTE
OPTION	ADDITIONAL GUARD II (ARMED) FFP SECURITY GUARDS(S). Required Armed Guard Services may be up to 24 hours a day, 7 days per week, in the event of national or localized security threats. Rates: \$25.00 per hour X 1000 hours = \$25,000.00 This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB					\$ NTE
OPTION	ADDITIONAL GUARD I (UNARMED) FFP SECURITY GUARD(S). Required Unarmed Guard Services may be up to 24 hours a day, 7 days per week, usually in conjunction with but not limited to construction activities or planned special events. Rates: \$20.00 per hour X 100 hours = \$2,000.00 This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AC					\$ NTE
OPTION	ADDITIONAL GUARD II (ARMED) FFP GUARD SUPERVISOR HOURS. Required Security Supervisor Services may be up to 16 hours a day, 7 days per week. Rates: \$30.00 per hour X 40 hours = \$1,200.00 This option is not being awarded at the time of the Base Award. Contract will be modified in the event this option is needed.				
				NET AMT	\$0.00
	Funded Amount				\$0.00

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082433 25207194KF003200 NA 96453
 COST 000000000000
 CODE:
 AMOUNT: \$540,000.00

SOW

CHIEF JOSEPH DAM SECURITY GUARD SERVICES CONTRACT

Scope of Work

17 February 2005

1. OVERVIEW

Armed and unarmed Security Guard services are required for the Chief Joseph Dam Project on the Columbia River at Bridgeport Washington. Chief Joseph Dam, the U.S. Army Corps of Engineers largest hydropower producing facility, is operated 24 hours a day, 7 days a week, 365 days a year (24/7x365).

2. WORK COVERAGE

The contractor shall provide all labor, equipment, supervision, transportation, materials, and training (except as specified herein as Government furnished), to provide armed and unarmed security services for the Chief Joseph Dam Project. The work shall be performed in accordance with this scope of work and the referenced documents set forth in these specifications.

3. COMMISSIONS, PERMITS, LICENSES

This scope of work may duplicate operational, inspection, certification or reporting requirements set forth by the State of Washington Professional Licensing for Private Security Guards, the Occupational Safety and Health Administration (OSHA), the Corps Safety Manual (EM 385-1-1, November 2003), or manufacturer's

operation/maintenance for material supplied by the contractor. Compliance with all legal and regulatory requirements shall remain the responsibility of the Contractor.

The Contractor is required to obtain and keep valid a Business License in the State of Washington to provide commercial guards and armed guards at Chief Joseph Dam. The Contractor shall immediately notify the COR, in writing, if license (s) or permit (s) are suspended, revoked or not renewed on time, or if there are delays in obtaining license (s) or renewals. Copies of all Contractor employee licenses and permits described herein shall be contained in the employee's employment file and be furnished to the COR upon request for review.

4. DEFINITIONS

"Contracting Officers Representative" (COR) is the person overseeing contract administration and management on-site. The Contracting Officer will provide written designation of the COR to the Contractor.

"Contract Manager" is the person designated in writing by the Contractor as the individual who has complete authority to act for the Contractor during the term of the contract. The Contractor shall furnish this designation to the COR within seven days after award. The Contract Manager or designated representative shall be available for phone calls and communication from/to COR or designated representative 24 hours a day, 7 days a week during the contract period. Contact information shall be included in the above designation.

"Supervisor" is the person designated in writing by the Contractor who has the authority to act on a day-to-day basis at the worksite. The Supervisor shall provide on-site supervision to the Guard force, act as the on-site contact with the COR, and assist the Guards as necessary.

5. CONTRACT MANPOWER AND SCHEDULING REQUIREMENTS

Basic Guard Services - Guards

The Contractor shall provide at least one armed and one unarmed guard on duty, 24 hours a day, 365 days a year. These guards are required to be on site and on duty during their lunches. The nature of the guard duties is such that no guard shall leave at the end of their shift until properly relieved by another guard. The relieving guard must be physically present on the Project.

Basic Guard Services – Supervisor

The Contractor shall provide one Armed Supervisor during the contract period. The supervisor shall work 80 hours within a 2-week period. At least 32 hours per week will be scheduled between 0700 to 1700 hours, Monday thru Thursday. Supervisor shift duration shall normally be 8 to 9 hours a day. The Armed Supervisor may cover one of the other two guard positions if needed during shift change, not to exceed 1 hour.

Supervisor absences due to vacation, illness or sick leave, all require full position coverage by an *acting armed supervisor*, defined as an experienced armed security guard, who is designated by the contract manager as the acting supervisor over the guard force. An acting armed supervisor shall be paid at least the minimum Supervisor Rate.

The Supervisor may take off all Federal Holidays without the normal requirement of covering the Supervisor's shift. Paid holidays are listed on the Department of Labor Wage Determination.

Work related absences of the supervisor must not exceed, without alternate coverage, 65 working hours per contract year. Work related absences include mandatory meetings and training off-site, etc. Any work related absence beyond 65 hours per contract year requires full position coverage by an acting armed supervisor. Work related absences and the amount of time used shall be reported on the daily logs and totals for the contract month and contract year to date shall be reported on the monthly report.

If the supervisor resigns or is terminated for any reason, an acting armed supervisor is required for coverage until the permanent supervisor assumes the job. A permanent replacement supervisor is required to assume the job no later than 3 weeks after the termination.

Optional Services.

For the Government's short-term nonrecurring need for service (e.g., emergency responses, increased surveillance, etc.), additional guard services may be required. The COR will request the Contractor to provide additional services as deemed necessary. A maximum of two additional guards and/or the normal supervisor during off-hours may be required at any one time. These personnel may be required to report to duty within 8 hours notice.

Personnel Changes.

The Contractor shall notify the Contracting Officer's Representative (COR), and the Contracting Officer via phone, FAX, or electronic transmission, no later than one work day after any personnel changes or access requirements occur. Written confirmation is required for phone notification. This includes, but is not limited to, name changes, resignations, and terminations. The Contractor shall provide the following information:

Full Name
Social Security Number
Effective Date
Reason for Change

Semiannual Security & Corps Staff Meeting.

On-site security meetings of all local security personnel, the Contract Manager, and Corps representatives are scheduled twice a year. All contract personnel are required to attend. These meetings will be conducted during day shift when the Supervisor is on duty and will not exceed 4 hours in duration, likely to begin or end at a shift change. The Corps will provide staffing for the Security Station during the meetings.

6. PERSONNEL SPECIFICATIONS/REQUIREMENTS

General:

To be eligible to perform under this contract, each contract employee must meet the education, experience, health, and security requirements stated below. All Contractor employees shall be required to meet the age requirements imposed by the state or locality providing the licensing of the guards. All personnel employed under this contract must have the following Education and Experience.

Possess a high school diploma or equivalency, and have two (2) years of experience¹ demonstrating:

Have the ability to meet and deal with the general public,

Have the ability to speak the English language fluently;

¹ Any type of military service may be credited toward meeting the experience requirements. In lieu of the above, an employee may substitute two (2) years of relevant education above the high school level, or any combination of equivalent education above the high school level and relevant experience totaling two (2) years.

Have the ability to read, understand, and apply printed rules, detailed orders, instructions, and training materials;

Have the ability to maintain poise and self-control under stress;

Have the ability to construct and write clear, concise, accurate and detailed reports in English;

Be proficient in the use and safe handling of firearms, to include weapons retention, prior to entry on duty. (if armed)

Guard Supervisors (armed)

All officers with supervisory duties shall be certified by the State of Washington as an Armed Security Officer and obtain a permit to carry a firearm in the State of Washington. Guard supervisors shall have a minimum of two (2) years law enforcement, military or equivalent security experience. All supervisors shall have a minimum of six (6) months supervisory security guard experience prior to the assignment of supervisory duties for this contract.

Guard (armed) All armed guards shall be certified by the State of Washington as an Armed Security Officer.

Guard (unarmed) All unarmed guards shall be certified by the State of Washington as an Unarmed Security Officer.

7. BACKGROUND INVESTIGATIONS

Employees hired for work under the provisions of this contract shall either be U.S. citizens or have Legal Alien status. In addition, the Contractor must complete a standard pre-employment check on each employee. Documented evidence of this, which includes checks with a Washington State law enforcement entity and an authorized release to this information, must be available for review as requested by the COR.

All personnel shall pass a five-year employment background investigation. The Contractor shall submit a list containing the full name, Social Security Number, and date of birth of those who have successfully passed a background investigation within ten (10) working days after award of this contract. Employees will also be required to submit completed forms SF-85P, "Questionnaire for Public Trust Positions"; "Authorization for Release of Information" and SF-87 "Fingerprint Chart" to the COR. Failure of any personnel to pass a background investigation shall be cause for the candidate's dismissal from the project and replacement by a qualified candidate as determined and approved by the COR. This policy also applies to any personnel hired as replacements during the term of the contract.

8. HEALTH AND PHYSICAL FITNESS REQUIREMENTS

Prior to assignment to duty and at least every 3 years thereafter, the Contractor shall require and pay for each uniformed employee to undergo a physical examination² administered by a licensed physician, who shall be documented by Government Standard Form 78 - Certificate of Medical Examination (Attachment 2), and retained in each individual's personnel folder. Each physical shall also include drug abuse screening as per industry standards. The same physician shall fill out a Certificate of Fitness for Duty form, (Attachment 3) based on the information on the Standard Form 78, and the original of this second form shall be submitted to the COR within 4 days of the physical being completed. The COR reserves the right to review the underlying Standard Form 78 as needed.

The drug abuse screening results from each physical will be documented by the Contract Manager on a *Drug Free Certification* form (Attachment 4). The original of this form shall be submitted to the COR with 5 days

² Certificates of Medical Examination submitted by a previous Contractor at Chief Joseph Dam remain valid if the prior certificate was submitted within the past two (2) years.

following the receipt of the drug screening results. Random drug abuse screening shall be done on 25% of the officers working on this contract each year.

The Contractor shall ensure that all officers are fit for duty each day and immediately replace any officer deemed unfit for medical or physical reasons, or is otherwise incapable of performing his/her duties.

Physical Demands:

The work requires frequent and prolonged walking, standing, running, sitting, and stooping. Occasionally, the guard or Shift Supervisor may be required to subdue violent or potentially violent individuals. Physical stamina in all of its forms (mental, climate related, etc.) is a basic physical requirement of the positions in this contract. Any individual who cannot meet the physical requirements of the position, including inability discovered through on-the-job performance, shall be disqualified to work under this contract.

9. REMOVAL FROM DUTY

The Government may also request the Contractor to immediately remove any employee(s) from Government Property should it be determined by the Government that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing security duties. The Contractor shall comply with these requests. The Government may request that a Contractor employee be removed for the following:

Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time, or refusing to render assistance to cooperate in upholding the integrity of the security program at the work site;

Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;

Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Participating in disruptive activities which interfere with the normal and efficient operations of the Government;

Theft, vandalism, gambling, immoral conduct, or any criminal actions;

Smoking, Chewing Tobacco and Taking Snuff. Neither smoking, chewing tobacco nor taking snuff are permitted while on duty nor is it permitted in view of the public when in uniform. The Security Station shall be a smoke-free environment.

Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects, failure to pass drug screening test;

Improper use of official authority or credentials;

Unauthorized use of communications equipment or Government equipment;

Misuse of weapon(s), including drawing the weapon without sufficient reason or provocation;

Violation of security procedures or regulations;

Unauthorized post abandonment that would jeopardize the safety or security of personnel or a facility;

Failure to cooperate with Government officials or local law enforcement authorities during an official investigation;

A proven sexual harassment incident involving guards, USACE employees, or others at the locations, e.g. contract employees, visitors, etc.; and

The possession of any unauthorized supplemental equipment, e.g. concealed firearms, knives, "come-along" devices, or other such non-standard items.

10. **TRAINING.**

The Contractor will provide or assure that guard training has been completed through a training academy or training methods equivalent to or exceeding State of Washington guidelines. All classroom instruction must be conducted by certified trainers and in accordance with applicable state or local laws regarding the subject matter.

No guard shall be eligible to perform under this contract until he/she takes the following training and passes the required examinations established for each.

Minimum training requirements by position.

Unarmed:

Basic Guard Training (CF)³

Chief Joseph Dam Orientation Training (CF)

USACE Orientation Training (government furnished)

Guard Certification Testing and Orientation (CF)

CPR/First Aid/ AED Certifications consistent with the requirements of the American Red Cross. (CF)⁴

Refresher Training Certification Every 3 years (CF)

Armed:

Basic Guard Training (CF)

Firearms Training & Qualifications (CF)

Annual Weapons Retention Training (CF)

Chief Joseph Dam Orientation Training (CF)

USACE Orientation Training (government furnished)

Guard Certification Testing and Orientation (CF)

³ CF refers to Contractor-furnished training.

⁴ Contract personnel may occasionally be able to attend USACE offered first aid or CPR training with no fee charged but this is not a guarantee and the contractor is responsible to assure training is completed and current.

Annual CPR/First Aid/AED Certification consistent with the American Red Cross requirements (CF)

Annual Firearms Training & Re-qualification (CF)

Armed Supervisors:

Basic Training (CF)

Firearms Training & Qualifications (CF)

Annual Weapons Retention Training (CF)

Chief Joseph Dam Orientation Training (CF)

USACE Orientation Training (government furnished)

Guard Certification Testing and Orientation (CF)

Shift Supervisory Training (CF)

Annual CPR/First Aid/AED Certification consistent with the requirements of the American Red Cross (CF)

Annual Firearms Training & Re-qualification (CF)

Report of Training Completion.

The Contractor shall provide a report of the completion of all required training for each employee, identifying each employee and the date that they completed each section of training. Firearms and First Aid/AED/CPR training and certification must be completed prior to any contract guard employee working on this contract. Other training as listed must be completed within 30 days of assignment of guards to duty posts or personnel to Supervisory positions. Reports relative to the status, progress, and effectiveness of training will be made available to the COR upon request.

Firearms Qualification.

Armed personnel shall be qualified in firearms proficiency by the State of Washington and must be in possession of the Washington State firearms endorsement. A Pistol Qualification Record must be used to document the firearms qualifications of each contract employee. Firearms qualifications under this contract shall be valid for a period specified by state of Washington requirements. Firearms qualification and training shall be with weapons and ammunition specified herein. The Contractor shall provide the necessary weapons for training and qualifications. The Contractor shall be responsible for licenses and permits required for weapons during transit between training and firing locations.

Firearms Safety and Weapons Retention Testing. Firearms safety knowledge and weapons retention tests should be administered in conjunction with the written tests on basic guard training course certification.

Facility-Specific Training.

All Contractor employees, including Contract Project Managers, Supervisors, and Guards will be trained in the following areas:

General information and special orders for Chief Joseph Dam.

Operational procedures for security systems on the premises.

Patrol areas and procedures

Reporting requirements.

Supervisor Training

All Site/Shift Supervisors working under this contract must successfully complete Contractor provided Shift Supervisory and basic training.

SERVICES REQUIRED

The majority of duties and responsibilities of the Guard Service shall be associated with staffing a security station, controlling access to the facility, patrolling around Chief Joseph Dam, and security reporting. The security station houses an intrusion alarm and video system, communication equipment, and remote controls for gate operations. Typical duties and responsibilities include but are not limited to the following:

Access Control.

Operate, maintain, and enforce a system of personnel, contractor, and visitor identification. Issue temporary contractor and visitor passes as authorized by the COR. Fingerprint employees and contract personnel as requested by the COR. Allow access to authorized individuals and vehicles by means of manual and remote control gates and detection devices in association with video camera surveillance. Open doors, gates, & security equipment as authorized. Report, summon appropriate response and deter persons who attempt to gain unauthorized access. Perform package and vehicle inspections. Direct traffic (vehicle and pedestrian) to parking areas, offices, recreation areas, etc. Maintain records of access control and visitor identification. Maintain digital photos for identification. Contractor shall routinely check doors, windows and gates to ensure they are locked as specified.

Intrusion Detection and Video Monitoring.

Monitor intrusion detection alarms and video equipment. Operate keyboard and electronic monitoring equipment for intrusion detection and video surveillance/assessment. Respond immediately to intrusion alarms, following procedures as outlined in the Guard's General Orders. Test equipment as outlined in the general orders.

Vehicle Patrol.

Patrol the areas around the dam, powerhouse and switchyard by vehicle and by foot. Record all vehicle patrols in the guard's Daily Log including beginning and ending mileages. Specific guidance on patrol activities shall be issued as a general order and/or special orders.

Radio Communications.

Monitor and operate radios to communicate with Corps personnel and law enforcement agencies as needed.

Key System.

Receive, issue, store and account for all keys whose full or partial management has been assigned to the Contractor. Utilize established records and accounting system for key control. Inventory keys & cores kept in storage. Inventory cores and lock hardware that is in use in project facilities. Maintain key control records and submit to COR as required. Conduct annual employee key surveys.

Emergency Coordination.

In emergencies, the Supervisor or Guard shall summon appropriate response. The government will supply an emergency plan, which outlines procedures and includes a roster of emergency contact phone numbers.

Civil Disturbances.

Perform security functions in the event of civil disturbances, sabotage or other criminal acts adversely affecting the security and/or safety of Government employees, Government property, contractor employees, contractor property, visitors to the project, or their property.

Weather Data.

Collect, record, and submit weather data to the U.S. Weather Service and COR as requested.

Reports and Records.

Prepare and submit to the COR thorough reports on accidents, bomb threats, unusual incidents, vandalism, or other unlawful acts within 24 hours after the occurrence; using the procedures and forms prescribed in the general orders. Photos will be taken to augment the above reports. Each officer shall keep a daily patrol log that will include date, time on and off shift, special notes or information, information on suspicious vehicles or activities, incidents patrol mileage driven on duty and any other pertinent information.

Lost and Found.

Receive and receipt for lost items, which are found or received. All found or received articles must be turned over to the COR.

Escorting.

As directed by the General Orders or Special Orders, escort visitors, vendors or deliverers within the security perimeter.

Point of Contact (POC).

When the Project Office telephone console is un-staffed, the guards act as the primary telephone POC. This occurs during off hours, off days, breaks, etc.

Duties of On-Site Supervisor

Typical duties and responsibilities include:

Insures that the Guard Force is properly trained to perform all duties as specified in accordance with this contract. Prepares and conducts Initial and Ongoing Training.

Insures that the Guard Force is properly uniformed throughout their shift and presents a neat and professional image.

Insures that the Guard Force adheres to high standards of conduct and behavior.

Provides daily and long-term guidance and supervision for the Guard Force including tasks such as planning, timekeeping, preparation of performance appraisals, taking disciplinary action as necessary, advising, etc.

Supports and carries out Corps policies. Maintains a cooperative working relationship with the COR and other appointed representatives.

Manages programs such as access control, key control, intrusion detection monitoring, operational equipment testing, etc., to insure compliance with the contract specifications.

Reviews all alarm records (log, paper records, computer record, and video records) daily. Maintains the precision of the security system by reviewing and correcting its operation manages the operation of the security video recording systems, alarm systems, and gate operating systems. Prepares plans (Access Time Charts) for accessing/securing alarms, opening and closing gates according to equipment capability and necessary employee and visitor access on site and submits them as changes occur to the COR for approval. Submits a Monthly Report that documents many aspects of contract and equipment performance.

Writes, types, maintains and enforces written policies, procedures, inspection criteria, special orders, draft general orders and in close coordination with the COR.

Performs duties of armed Guard in addition to supervisory responsibilities as time allows and is necessary.

Conduct periodic unannounced inspections of all shifts on days and times that do not normally include the Supervisor's presence. These shall be required no less than once every 6 months for each shift. Conduct additional inspections as needed if deficiencies are found or suspected by either the Contractor or the COR. The results of each inspection (date, time, shift, guards, findings) will be furnished to the COR on the monthly report.

Monitor and certify/verify the contract quality control plan and work performance requirements/responsibilities are in compliance.

Establishes and maintains a cooperative working relationship with the local law enforcement authorities as may be necessary to effectively execute the requirements of this contract.

General and Special Orders

General and Special Orders will provide the details, guidance, and procedures to effectively perform the duties of the Guards. General Orders shall address the standard operating procedures for routine and non-routine type duties. A manual of General Orders, current at the time of award, shall be issued to the Contractor after award of the contract. Special Orders will be issued as needed to address upcoming events, activities, visitors, and/or temporary changes in procedures that affect daily operations.

As the contract progresses, new or revised General Orders may be required. The Supervisor shall be responsible for reviewing General Orders for accuracy and improvement at least every 6 months. New General Orders must be approved by the COR before they are issued and also must be issued before they are put into practice. After a General Order is issued, the Supervisor will insure that all Guards are adhering to the General Order within one week. Special Orders shall be issued by the Supervisor to the Guards based on information supplied by the COR. Special Orders will be numbered sequentially with the year first i.e. 2005-1, 2005-2, etc. A copy of all Special Orders issued to the guards shall be furnished to the COR. General and Special Order additions and revisions shall not alter the scope of the contract requirements nor result in a modification to the contract.

11. EQUIPMENT, UNIFORMS, SUPPLIES AND MATERIALS

Government Furnished Property

The Government shall furnish to the Contractor for use in connection with this contract, the following property:

Access and use of a security station including office space, restroom, cabinets, security monitoring equipment and console.

Access and shared use of a smaller security booth with restroom.

Access and use of the Control Room security console.

Building utilities and services including heat, lights, electricity, telephones, and sewer system for the security station.

Three portable radios, two vehicle radios, and one radio base station with frequencies necessary to communicate with the Corps of Engineers personnel and local law enforcement personnel. Portable vehicle radios come with a cigarette lighter type power cord and a magnetic antenna.

One printer and one personal computer (PC) with software compatible with those programs in use at Chief Joseph Dam. This computer will be connected as to allow both local and Internet email. An identification card scanner will be connected to this computer.

One multifunction computer printer/scanner/copier will be furnished at the Security Station.

Furniture including a computer workstation, desk, and chairs.

Key cabinet(s) and keys required to administer the receiving, issuance, and accounting of keys.

Fingerprinting equipment.

A copy of the Corps of Engineer's Safety Requirements Manual (EM-385-1-1).

Scanner for monitoring other law enforcement, and emergency service radio frequencies.

One digital camera with memory media and batteries for use at the security station.

One night vision scope.

Government Furnished Consumable Items

Printer /copy paper, ribbons/ink cartridges for the security system printers, the supplied personal computer (PC) printer and the supplied multifunction computer printer/scanner/copiers.

Videotapes, CDs, and DVD's for the storage of security video and data.

Ink, cards and a hand-cleaning product for taking fingerprints.

Lanyards and/or clips shall be provided for displaying ID cards.

Restroom supplies.

Accountability for Government Property

The Contractor must submit to the COR, after contract award but prior to contract performance, a property control plan to insure complete accountability for all property received. All property furnished by the Government shall remain the property of the Government. At the end of each contract year, the Contractor shall inventory and render an accounting of all property under this contract. Any property that is lost or damaged due to improper use or negligence by the Contractor's employees shall be repaired or replaced by the Government and the cost of such repairs or replacement shall be deducted from the Contractor's invoice.

Use and Care of Government Property

Government property shall be used for official Government business only in the performance of this contract. The Contractor or the Contractor's employees will not use government property in any manner for any personal advantage, business gain, or other personal endeavor.

Maintenance of Government Property

The Contractor shall be responsible for reporting to the COR any malfunctioning equipment or property requiring repair. The request for repair shall be submitted on a Government furnished Trouble Report Form. The Government shall repair and maintain all such government property.

The government shall clean the Security Station periodically. The Contractor shall clean up daily messes resulting from eating, coffee making, or similar activities immediately.

Contractor Furnished Property.

The Contractor shall furnish and maintain in acceptable condition all items necessary to perform work required by this contract as discussed in the following paragraph. Items to be furnished by the Contractor, but not necessarily limited to same, are:

Vehicles: The Contractor shall provide a minimum of two patrol vehicles. The vehicles shall be suitable to patrol all Project roads including gravel roads and dirt (sand) roads that have some vegetation growing between the tire tracks. Six months of each year, extending from October 15th through the following April 15th, a minimum of two vehicles with four-wheel drive must be provided for patrol. All costs for the operation and maintenance of vehicles, including all license and insurance fees, shall be borne by the Contractor. The vehicles shall be maintained in condition necessary to present a professional appearance to the public. The vehicle shall be equipped with a 12 VDC car power outlet for use of the portable vehicle radio. The vehicles shall be equipped with a spotlight (a second 12 VDC outlet will be needed if this is a plug-in type portable). The vehicles shall be marked for identification as a security contractor vehicle. Each vehicle shall be equipped with a first-aid kit, orange reflective cones, and emergency flares and/or triangle roadway reflectors and a dry chemical fire extinguisher, properly mounted. During winter months, the vehicles shall carry chains or have snow tires on them.

The vehicles shall be available and operable on-site at all times except for minor maintenance not requiring more than six hours absence from the work site. If the vehicle is inoperable or unavailable for more than six hours, an equivalent, fully operational and equipped vehicle shall be provided by the Contractor. A vehicle will also be considered inoperable if it is not capable of completing full patrols safely. The Contractor will submit a Vehicle Contingency Plan that outlines the actions that will be taken to maintain/repair the required vehicle as well as to provide a substitute or replacement vehicle all within the allotted 6 hour period. A substitute vehicle that is safe, operable, has a 12 VDC car power outlet, has appropriate tires, carries the first-aid kit and fire extinguisher, but is not necessarily a four-wheel drive vehicle or properly identified may be used up to 2 weeks each contract year. Use of a substitute vehicle and the amount of time used shall be reported on the daily logs and totals for the contract month and contract year to date shall be reported on the monthly report.

Office Supplies: Items such as pens, pencils, paper, notebooks, staplers, tape, paper clips, file folders, typewriter, calculator, and other miscellaneous supplies necessary to perform the contract shall be furnished by the Contractor.

Digital Cameras: Two digital cameras for the patrol vehicles including batteries and memory media needed. The Contractor shall provide an easy means of downloading the digital pictures into the government provided PC. These cameras and downloading means are subject to approval by the COR. The COR will conduct a test to insure that these items function properly with the government provided PC. The Contractor shall also provide any batteries or memory media necessary for these cameras to function well.

Binoculars: At least three pairs of binoculars; one for each patrol vehicle and for the Security Station.

Telephone Communication: At least two cellular phones including the necessary service provider shall be provided by the Contractor to work well in the vicinity of Chief Joseph Dam. One is designated for the guard on patrol; the other shall be available for the Supervisor to carry. All long distance calls made using the government telephones shall be for official business only and logged in a phone log including date, time, number called, and purpose.

Security Equipment: The Contractor shall insure that all officers possess and maintain security equipment while providing services under this contract. This equipment shall include but not be limited to: heavy-duty primary flashlight, Oleoresin Capsicum (OC) aerosol cans with holders⁵, and pocket notebook. Officers shall have all equipment in possession prior to start of shift and maintain the equipment on their person at all times. Each officer shall have his own set of these items.

Firearms

The Contractor shall ensure that all armed officers are equipped with common police/military issue Sig, Glock, Smith & Wesson or Beretta handguns of 9mm, .357 Sig, .40, or .45 caliber. Ammunition shall meet or exceed police standard hollow point specifications. Officers shall only carry weapons they have been qualified with by the State of Washington Criminal Justice Training Commission. All officers under this contract shall carry the same caliber weapon.

Uniform

The Contractor shall insure that all officers possess and wear an appropriate uniform at all times. The Contractor shall provide all uniform items listed in this section for the Guards and Supervisor.

Uniforms shall include: Long sleeve shirts, Short sleeve shirts, Trousers, Winter jackets or coats, Light weight jackets, and Black utility belts. Caps, if worn, should be uniform. Gloves, if worn, should be black. All components should contribute to one common uniform of identical color and style. Uniforms and equipment must be maintained in a neat and orderly manner.

Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the left shoulder of the uniform jacket and shirt.

Metal identification nametags shall be worn over the right breast shirt pocket.

A security officer badge must be worn above the left breast.

No other identification of the Contractor or employee shall be worn or displayed on the uniform.

Shoes shall be black with safety toes and should meet or exceed the standards set by ANSI (ANSI Z41-1999, providing protection against impact and compression hazards. Footwear will be replaced, as wear and tear requires.

Supplementary equipment including, but not limited to, inclement weather clothing shall be provided as appropriate to perform required work. Guards shall not be permitted to provide themselves with any unauthorized supplemental or personal weapons such as Tazers or other such non-standard items.

12. RESPONSE TIME

The Contractor shall make every effort to provide additional personnel as requested in accordance with these specification within 8 hours.

⁵ If OC (pepper spray) training is not included during the Basic Guard Training, additional certification will be required of each guard carrying OC.

13. SAFETY

The Contractor shall conform to applicable OSHA, and State of Washington, standards, as well as the Corps of Engineers Safety Requirements Manual (EM 385-11). A copy of this manual will be made available for inspection before bidding, and a copy provided to the successful bidder. It is the Contractor's responsibility to be familiar with all applicable safety standards and to comply with them.

It is the Contractor's responsibility to notify the COR immediately of damage to private or government property and/or injury to any person resulting from the Contractor's operations. If the COR is not immediately available, the on duty Park Ranger or on duty powerhouse operator shall be notified and the COR shall then be notified as soon as available. If necessary, local emergency services shall be contacted by the Contractor or his/her personnel.

Prior to commencement of work, the Contractor shall provide the COR with a written safety plan that provides policies and procedures in compliance with OSHA, EM 385-1-1 and other applicable safety requirements. The plan shall include employee training and orientation, vehicle operations, public safety, level and manner of supervision, and a Job Hazard Analysis (JHA) for tasks such as responding to intrusions, checking identifications, inspecting vehicles/packages, use of firearms and use of OC (pepper spray). The JHA shall identify hazards and outline methods to minimize those hazards. All contractor personnel shall review the safety plan and acknowledge this task completion with a signature and date.

Contractor personnel are required to immediately report significant hazardous conditions they may observe to the COR, the duty Park Ranger or the duty Powerhouse Operator, as available. All work areas shall be kept up and maintained for a clean and safe environment.

14. QUALITY CONTROL/QUALITY ASSURANCE

The Contractor shall establish a complete Quality Control Plan (QC) to assure the requirements of the contract are provided as specified. This plan shall include but not be limited to inspection systems, methods for identifying deficiencies and daily logs. The on-site supervisor shall have written authority to act on behalf of the Contractor in dealing with the Government and to insure complete compliance with all provisions of the contract. It shall be the responsibility of the supervisor to insure that scheduled work is accomplished in accordance with the specifications. The QC Plan shall be furnished to the COR prior to on-site work.

The Government will provide Quality Assurance through monitoring the Contractor's performance and adherence to the Specifications listed.

15. **PRE-WORK CONFERENCE** The Contractor shall meet with the COR before commencing work under this contract for the purposes of coordination, orientation, resolution of questions, and presentation of the Safety and Quality Assurance plans.

16. **PERFORMANCE STATUS MEETING** Either the COR or the Contractor can request a meeting with the other at any time to resolve problems, questions or disputes.

CLAUSES INCORPORATED BY REFERENCE

52.212-4

Contract Terms and Conditions--Commercial Items

OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

____ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

____ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX ____ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX ____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 01 April 2010

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text . Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records

for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non-U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall

have each applicable employee complete a SF-85P and submit to the Seattle District, U.S. Army, Corps of Engineers, PO Box 3755, Seattle, WA 98124-3755, Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Seattle District, U.S. Army, Corps of Engineers, PO Box 3755, Seattle, WA 98124-3755, Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Seattle District, U.S. Army, Corps of Engineers, PO Box 3755, Seattle, WA 98124-3755, Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

SERVICE WAGE DETERMINATION

94-2565 WA, SPOKANE

WAGE DETERMINATION NO: 94-2565 REV (21) AREA: WA, SPOKANE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2566

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
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| Wage Determination No.: 1994-2565
William W.Gross Division of | Revision No.: 21
Director Wage Determinations | Date Of Revision: 09/02/2004
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State: Washington

Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens,

Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.10
01012 - Accounting Clerk II	11.35
01013 - Accounting Clerk III	13.30
01014 - Accounting Clerk IV	15.26
01030 - Court Reporter	14.39
01050 - Dispatcher, Motor Vehicle	13.63
01060 - Document Preparation Clerk	11.74
01070 - Messenger (Courier)	9.56
01090 - Duplicating Machine Operator	11.74
01110 - Film/Tape Librarian	11.90
01115 - General Clerk I	7.82
01116 - General Clerk II	8.81
01117 - General Clerk III	11.96
01118 - General Clerk IV	13.43
01120 - Housing Referral Assistant	16.65
01131 - Key Entry Operator I	10.60
01132 - Key Entry Operator II	13.15
01191 - Order Clerk I	10.36
01192 - Order Clerk II	11.59
01261 - Personnel Assistant (Employment) I	11.87
01262 - Personnel Assistant (Employment) II	13.34
01263 - Personnel Assistant (Employment) III	14.85
01264 - Personnel Assistant (Employment) IV	17.22
01270 - Production Control Clerk	16.26
01290 - Rental Clerk	10.26
01300 - Scheduler, Maintenance	12.90
01311 - Secretary I	12.90
01312 - Secretary II	14.39
01313 - Secretary III	16.65
01314 - Secretary IV	20.51
01315 - Secretary V	22.05
01320 - Service Order Dispatcher	16.84
01341 - Stenographer I	11.48
01342 - Stenographer II	12.90
01400 - Supply Technician	18.89
01420 - Survey Worker (Interviewer)	10.54
01460 - Switchboard Operator-Receptionist	10.47
01510 - Test Examiner	14.39
01520 - Test Proctor	14.39
01531 - Travel Clerk I	10.58
01532 - Travel Clerk II	11.12
01533 - Travel Clerk III	11.90
01611 - Word Processor I	10.99
01612 - Word Processor II	12.34
01613 - Word Processor III	13.78
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.23
03041 - Computer Operator I	12.23

03042 - Computer Operator II	14.68
03043 - Computer Operator III	17.71
03044 - Computer Operator IV	19.66
03045 - Computer Operator V	21.79
03071 - Computer Programmer I (1)	16.48
03072 - Computer Programmer II (1)	20.51
03073 - Computer Programmer III (1)	24.42
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.63
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.16
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.22
05010 - Automotive Glass Installer	15.17
05040 - Automotive Worker	15.17
05070 - Electrician, Automotive	16.49
05100 - Mobile Equipment Servicer	14.34
05130 - Motor Equipment Metal Mechanic	16.49
05160 - Motor Equipment Metal Worker	15.17
05190 - Motor Vehicle Mechanic	16.58
05220 - Motor Vehicle Mechanic Helper	13.03
05250 - Motor Vehicle Upholstery Worker	14.34
05280 - Motor Vehicle Wrecker	15.17
05310 - Painter, Automotive	15.82
05340 - Radiator Repair Specialist	15.17
05370 - Tire Repairer	13.22
05400 - Transmission Repair Specialist	16.49
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.39
07010 - Baker	10.52
07041 - Cook I	9.08
07042 - Cook II	10.43
07070 - Dishwasher	8.23
07130 - Meat Cutter	14.22
07250 - Waiter/Waitress	8.41
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.81
09040 - Furniture Handler	12.67
09070 - Furniture Refinisher	15.81
09100 - Furniture Refinisher Helper	13.02
09110 - Furniture Repairer, Minor	14.33
09130 - Upholsterer	15.81
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.69
11060 - Elevator Operator	8.98
11090 - Gardener	11.36
11121 - House Keeping Aid I	8.36
11122 - House Keeping Aid II	8.91
11150 - Janitor	10.03
11210 - Laborer, Grounds Maintenance	11.01
11240 - Maid or Houseman	8.36
11270 - Pest Controller	10.22
11300 - Refuse Collector	8.73
11330 - Tractor Operator	11.86
11360 - Window Cleaner	10.51

12000 - Health Occupations	
12020 - Dental Assistant	17.50
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.63
12071 - Licensed Practical Nurse I	13.51
12072 - Licensed Practical Nurse II	15.17
12073 - Licensed Practical Nurse III	16.97
12100 - Medical Assistant	11.91
12130 - Medical Laboratory Technician	14.18
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.21
12222 - Nursing Assistant II	9.22
12223 - Nursing Assistant III	10.07
12224 - Nursing Assistant IV	11.29
12250 - Pharmacy Technician	13.17
12280 - Phlebotomist	12.93
12311 - Registered Nurse I	16.68
12312 - Registered Nurse II	20.39
12313 - Registered Nurse II, Specialist	20.39
12314 - Registered Nurse III	24.68
12315 - Registered Nurse III, Anesthetist	24.68
12316 - Registered Nurse IV	29.57
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.07
13011 - Exhibits Specialist I	15.97
13012 - Exhibits Specialist II	19.79
13013 - Exhibits Specialist III	24.19
13041 - Illustrator I	15.97
13042 - Illustrator II	19.79
13043 - Illustrator III	24.19
13047 - Librarian	21.91
13050 - Library Technician	13.27
13071 - Photographer I	12.91
13072 - Photographer II	14.45
13073 - Photographer III	17.06
13074 - Photographer IV	20.80
13075 - Photographer V	25.25
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.91
15030 - Counter Attendant	7.91
15040 - Dry Cleaner	9.66
15070 - Finisher, Flatwork, Machine	7.91
15090 - Presser, Hand	7.91
15100 - Presser, Machine, Drycleaning	7.91
15130 - Presser, Machine, Shirts	7.91
15160 - Presser, Machine, Wearing Apparel, Laundry	7.91
15190 - Sewing Machine Operator	10.24
15220 - Tailor	10.82
15250 - Washer, Machine	8.49
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.06
19040 - Tool and Die Maker	18.91
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.29
21020 - Material Coordinator	16.67
21030 - Material Expediter	16.26

21040 - Material Handling Laborer	11.50
21050 - Order Filler	12.83
21071 - Forklift Operator	14.49
21080 - Production Line Worker (Food Processing)	14.49
21100 - Shipping/Receiving Clerk	11.93
21130 - Shipping Packer	13.04
21140 - Store Worker I	10.63
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.97
21210 - Tools and Parts Attendant	14.77
21400 - Warehouse Specialist	14.77
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.35
23040 - Aircraft Mechanic Helper	15.08
23050 - Aircraft Quality Control Inspector	20.13
23060 - Aircraft Servicer	16.83
23070 - Aircraft Worker	17.80
23100 - Appliance Mechanic	15.81
23120 - Bicycle Repairer	13.21
23125 - Cable Splicer	18.95
23130 - Carpenter, Maintenance	18.40
23140 - Carpet Layer	17.43
23160 - Electrician, Maintenance	20.13
23181 - Electronics Technician, Maintenance I	18.83
23182 - Electronics Technician, Maintenance II	20.55
23183 - Electronics Technician, Maintenance III	21.48
23260 - Fabric Worker	16.48
23290 - Fire Alarm System Mechanic	19.17
23310 - Fire Extinguisher Repairer	15.73
23340 - Fuel Distribution System Mechanic	19.94
23370 - General Maintenance Worker	15.16
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.13
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	21.79
23460 - Instrument Mechanic	18.95
23470 - Laborer	10.02
23500 - Locksmith	18.18
23530 - Machinery Maintenance Mechanic	18.68
23550 - Machinist, Maintenance	16.48
23580 - Maintenance Trades Helper	13.02
23640 - Millwright	16.57
23700 - Office Appliance Repairer	18.53
23740 - Painter, Aircraft	15.94
23760 - Painter, Maintenance	15.81
23790 - Pipefitter, Maintenance	22.33
23800 - Plumber, Maintenance	20.38
23820 - Pneudraulic Systems Mechanic	19.17
23850 - Rigger	18.95
23870 - Scale Mechanic	17.62
23890 - Sheet-Metal Worker, Maintenance	16.48
23910 - Small Engine Mechanic	15.16
23930 - Telecommunication Mechanic I	18.13
23931 - Telecommunication Mechanic II	18.85
23950 - Telephone Lineman	18.95
23960 - Welder, Combination, Maintenance	16.48
23965 - Well Driller	16.48
23970 - Woodcraft Worker	20.70

23980 - Woodworker	15.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.18
24600 - Chore Aid	8.46
24630 - Homemaker	15.72
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.23
25040 - Sewage Plant Operator	20.04
25070 - Stationary Engineer	19.23
25190 - Ventilation Equipment Tender	14.77
25210 - Water Treatment Plant Operator	20.04
27000 - Protective Service Occupations	
(not set) - Police Officer	24.38
27004 - Alarm Monitor	13.82
27006 - Corrections Officer	22.19
27010 - Court Security Officer	23.18
27040 - Detention Officer	22.19
27070 - Firefighter	20.01
27101 - Guard I	11.04
27102 - Guard II	15.88
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.10
28020 - Hatch Tender	16.10
28030 - Line Handler	16.10
28040 - Stevedore I	15.81
28050 - Stevedore II	17.98
29000 - Technical Occupations	
21150 - Graphic Artist	20.78
29010 - Air Traffic Control Specialist, Center (2)	30.50
29011 - Air Traffic Control Specialist, Station (2)	21.03
29012 - Air Traffic Control Specialist, Terminal (2)	23.16
29023 - Archeological Technician I	14.84
29024 - Archeological Technician II	16.64
29025 - Archeological Technician III	20.57
29030 - Cartographic Technician	20.57
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.63
29040 - Civil Engineering Technician	19.61
29061 - Drafter I	13.25
29062 - Drafter II	14.77
29063 - Drafter III	16.60
29064 - Drafter IV	20.57
29081 - Engineering Technician I	12.15
29082 - Engineering Technician II	13.56
29083 - Engineering Technician III	15.23
29084 - Engineering Technician IV	18.89
29085 - Engineering Technician V	23.03
29086 - Engineering Technician VI	27.95
29090 - Environmental Technician	19.50
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	20.20
29210 - Laboratory Technician	18.30
29240 - Mathematical Technician	18.95
29361 - Paralegal/Legal Assistant I	13.75
29362 - Paralegal/Legal Assistant II	17.82

29363 - Paralegal/Legal Assistant III	21.74
29364 - Paralegal/Legal Assistant IV	26.37
29390 - Photooptics Technician	18.49
29480 - Technical Writer	21.64
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	23.45
29493 - Unexploded Ordnance (UXO) Technician III	28.11
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
29620 - Weather Observer, Senior (3)	18.75
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.88
29622 - Weather Observer, Upper Air (3)	16.88
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.43
31260 - Parking and Lot Attendant	8.20
31290 - Shuttle Bus Driver	11.02
31300 - Taxi Driver	11.19
31361 - Truckdriver, Light Truck	11.02
31362 - Truckdriver, Medium Truck	17.52
31363 - Truckdriver, Heavy Truck	16.95
31364 - Truckdriver, Tractor-Trailer	16.95
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.55
99030 - Cashier	9.18
99041 - Carnival Equipment Operator	9.74
99042 - Carnival Equipment Repairer	10.25
99043 - Carnival Worker	8.12
99050 - Desk Clerk	9.01
99095 - Embalmer	19.38
99300 - Lifeguard	10.19
99310 - Mortician	19.38
99350 - Park Attendant (Aide)	12.79
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.79
99500 - Recreation Specialist	12.48
99510 - Recycling Worker	10.04
99610 - Sales Clerk	11.55
99620 - School Crossing Guard (Crosswalk Attendant)	10.87
99630 - Sport Official	10.19
99658 - Survey Party Chief (Chief of Party)	17.70
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.54
99660 - Surveying Aide	9.89
99690 - Swimming Pool Operator	10.32
99720 - Vending Machine Attendant	10.76
99730 - Vending Machine Repairer	12.36
99740 - Vending Machine Repairer Helper	10.76

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such

conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.